

AG Contract No. KR94 2928TRN  
ECS File: JPA 94-242  
Project No.: BR-984(66)P  
TRACS No.: SB358 40D  
Section: Bridge Scour Evaluation  
and Analysis

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF YUMA

THIS AGREEMENT is entered into 19 January, 1995, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF YUMA acting by and through its MAYOR and CITY COUNCIL (the "City").

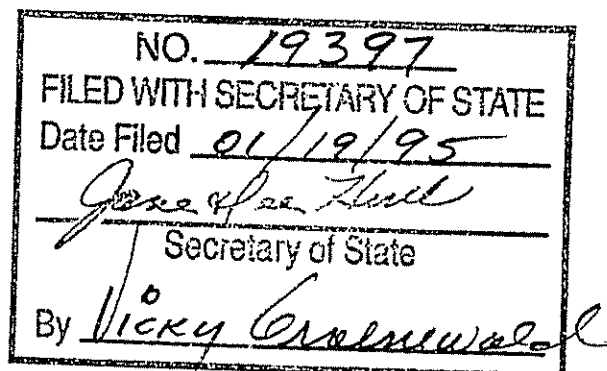
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 and 28-112 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Congress has authorized appropriations for, but not limited to, the construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the City has been selected by the City; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.



5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the City by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work embraced by this agreement and the estimated cost are as follows: BRIDGE SCOUR EVALUATION AND ANALYSIS.

Estimated Project Cost	\$	1,500.00
Federal Aid Funds @ 80%	\$	1,200.00
City Funds @ 20%	\$	300.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The cost of the work covered by this agreement is to be borne by FHWA and the City, each in the proportion prescribed and determined by FHWA.

2. Therefore, the City agrees to furnish and provide City funds to the State in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The City may request the State, as authorized agent for the City, and all at City expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work, consisting of, but not specifically limited to, the review and approval of the City prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the City, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

4. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

### III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

2. The cost of the work covered by this agreement is to be borne by FHWA and the City, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, the City agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement shall remain in force and effect until completion of the work herein embraced; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

5. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation  
Joint Project Administration  
205 S. 17th Avenue - 616E  
Phoenix, AZ 85007

City of Yuma  
City Administrator  
180 W. First Street  
Yuma, AZ 85364

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF YUMA

STATE OF ARIZONA

Department of Transportation

By Joyce H. Wilson  
JOYCE WILSON  
City Administrator

By Peter L. Eno  
PETER L. ENO  
Contract Administrator

ATTEST:

By Carrie L. Fassil  
CARRIE FASSIL  
City Clerk

Approved at the City Council Meeting of:

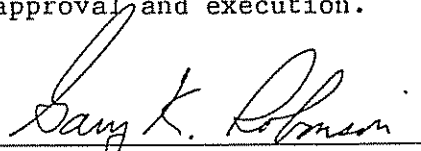
December 21, 1994

City Clerk: Carrie L. Fassil

RESOLUTION

BE IT RESOLVED on this 14th day of November 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Yuma for the purpose of defining responsibilities for conducting bridge scour analysis.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

for,   
LARRY S. BONINE  
Director

MINUTES  
REGULAR MEETING OF THE CITY COUNCIL  
CITY OF YUMA, ARIZONA  
DECEMBER 21, 1994

**CALL TO ORDER**

The Yuma City Council convened in regular session on the above date at the hour of 5:30 p.m. in the Council Chambers of the Yuma City Hall.

**INVOCATION**

The invocation was given by Senator Jim Buster.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Stuart.

**ROLL CALL**

Present:	Councilman Everett	Councilman Steiert
	Councilman Schuman	Councilman Stuart
	Councilman Irr	Councilman Pinsker
	Mayor Young	

Absent: none

Staffmembers: City Administrator, Joyce Wilson  
Assistant Director of Public Works, Mark Van Hala  
City Clerk, Carrie Fassil.

**MAYORAL PROCLAMATIONS AND AWARDS - none**

**I. CONSENT CALENDAR**

Pinsker moved, seconded by Stuart, that the Consent Calendar be approved as presented by staff with the exception of items B.2 and B.10, which were removed for separate consideration respectively by Pinsker and Everett. Upon a voice vote, the motion passed unanimously 7-0.

**A. MINUTES OF COUNCIL MEETING**

1. Approved minutes of Regular Council Meeting of December 7, 1994.

## REGULAR COUNCIL MEETING

December 21, 1994

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14. APPROVAL OF INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION TO PERFORM BRIDGE SCOUR EVALUATION AND ANALYSIS WITHIN THE CITY OF YUMA

Authorized the City Administrator to enter into an Intergovernmental Agreement with the State of Arizona, Department of Transportation to perform bridge scour evaluation and analysis for public bridges on City streets. The city will agree to pay the sum of \$300 as its share of the cost of the study. (Development Services/Engineering)

## ITEMS REMOVED FROM THE CONSENT CALENDAR

- B.10 REF NO. 95025 - AUTHORIZATION FOR STAFF TO NEGOTIATE FOR ENGINEERING SERVICES FOR A FEASIBILITY STUDY AND DESIGN CONCEPT REPORT FOR STREET IMPROVEMENTS

Authorize Staff to negotiate and execute a contract for Engineering Services for a Feasibility Study and Design Concept Report for Street Improvements. (DDS/Engineering)

Everett moved, seconded by Steiert, to approve item B.10 as presented by staff. Upon a roll call vote, the motion passed 6-0-1; Schuman declaring a conflict of interest. Schuman explained the reason for his conflict of interest later in this meeting.

- B.2 APPLICATION FOR A SPECIAL EVENT LIQUOR LICENSE

Approve application of Carmen Feriend, as agent for the Cultural Council of Yuma, for a Special Event Liquor License in conjunction with the Agr/Cultural Fest to be held in the 200 block of Main Street, on February 18, 1995 from 3:00 p.m. until 10:00 p.m. (SP94-22)

Pinsker moved, seconded by Irr, to continue B.2 until the Regular Council Meeting of January 4, 1995. Upon a voice vote, the motion passed unanimously 7-0.

## II. RESOLUTIONS

Fassil presented a resolution entitled:

### RESOLUTION NO. 2818

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, APPROVING THE FINAL PLAT OF PIONEER PARK SUBDIVISION PHASE I, AND AUTHORIZING AND APPROVING THE EXECUTION OF A DEVELOPMENT AGREEMENT

JPA 94-242

APPROVAL OF THE YUMA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF YUMA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 28<sup>TH</sup> day of December, 1994.

Steven W. Moore

City Attorney





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR94-2928-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this // <sup>12</sup> day of January, 1995.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:gg  
8661G/103